

IN THE MATTER between **Fort McPherson Housing Association**, Applicant, and
Kelvin Koe, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act");

AND IN THE MATTER of a Hearing before, **Adelle Guigon**, Deputy Rental Officer,
regarding a rental premises located within the **Hamlet of Fort McPherson in the
Northwest Territories**.

BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

- and -

KELVIN KOE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the Respondent shall pay to the Applicant rental arrears in the amount of \$59.98 (fifty-nine dollars ninety-eight cents).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the Respondent shall compensate the Applicant for the loss suffered as a result of the Respondent's failure to maintain the facilities of which the tenant has exclusive use in a state of ordinary cleanliness in the amount of \$839.99 (eight hundred thirty-nine dollars ninety-nine cents).

3. Pursuant to section 45(4)(d) of the *Residential Tenancies Act*, the Respondent shall pay to the Applicant expenses directly associated with the cleaning of the rental premises required as a result of the Respondent's failure to maintain the rental premises in a state of ordinary cleanliness in the amount of \$335.13 (three hundred thirty-five dollars thirteen cents).

DATED at the City of Yellowknife in the Northwest Territories this 4th day of June 2014.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **Fort McPherson Housing Association**, Applicant, and
Kelvin Koe, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act");

AND IN THE MATTER of a Hearing before **Adelle Guigon**, Deputy Rental Officer,

BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

-and-

KELVIN KOE

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	May 29, 2013
<u>Place of the Hearing:</u>	Fort McPherson, Northwest Territories, via Teleconference
<u>Appearances at Hearing:</u>	Shirley Wilson, representing the Applicant Elizabeth Firth, representing the Applicant
<u>Date of Decision:</u>	May 29, 2013

REASONS FOR DECISION

Application

The application package submitted by the Applicant regarding a tenancy agreement for the rental premises at 0031 Geeva Inn Street in Fort McPherson, Northwest Territories, was received and filed by the Rental Office on November 26, 2012. The Applicant served a copy of the filed application package on the Respondent by registered mail sent December 7, 2012, which was deemed served pursuant to section 71(5) of the *Residential Tenancies Act* (the Act) on December 14, 2012.

In the application package the Applicant requested the following remedies:

- Payment of rental arrears in the amount of \$345.87 pursuant to section 41(4)(a) of the Act;
- Payment of tenant damages in the amount of \$467.63 pursuant to sections 45(4)(c) and 45(4)(d) of the Act;
- Termination of the tenancy for non-payment of rent pursuant to section 41(4)(c) of the Act;
- Termination of the tenancy for failure to maintain the rental premises in a state of ordinary cleanliness pursuant to section 45(4)(e) of the Act;
- Termination of the tenancy for repeatedly failing to pay rent on time pursuant to section 54(1)(g) of the Act; and
- Eviction pursuant to section 63(4) of the Act.

The following exhibits were attached to the application package:

Exhibit 1: Invoice #13-110 for attached Work Orders #533 and #537 totalling \$217.14

Exhibit 2: Invoice #13-065 for attached Work Orders #531 and #535 totalling \$250.49

Exhibit 3: NTPC Customer Service Order requesting transfer of electricity account from Kelvin Koe to the Fort McPherson Housing Association effective November 16, 2012

Exhibit 4: Tenant Ledger for April 8, 2011, to November 19, 2012

Exhibit 5: Demand Notice signed August 2, 2012

Exhibit 6: Termination Notice signed August 2, 2012, effecting termination of the tenancy October 31, 2012

Exhibit 7: Notice to Vacate signed November 16, 2012

Exhibit 8: Tenancy Agreement signed May 10, 2012

Hearing

A hearing was scheduled for February 8, 2013, for which notices were served on the Applicant and Respondent by registered mail sent January 18, 2013. The Applicant was represented at hearing. The Respondent was not represented at hearing.

Prior to commencement of this hearing, the Applicant submitted by fax the following exhibit received by the Rental Office on February 8, 2013:

Exhibit 9: Tenant Ledger for June 26, 2012, to January 10, 2013

At hearing the Applicant advised the Rental Officer that the Respondent had vacated the premises. The Applicant requested an adjournment of the hearing to assess repair costs and amend their application accordingly. The Rental Officer agreed to adjourn the hearing.

A subsequent hearing was scheduled for May 29, 2013, for which the Applicant and Respondent were served notices by registered mail sent May 3, 2013. The Applicant appeared at hearing represented by Shirley Wilson and Elizabeth Firth. The Respondent was deemed served the notice of hearing pursuant to section 71(5) of the Act on May 10, 2013. The Respondent did not appear at hearing nor was he represented. The hearing proceeded in his absence.

Submissions

The following exhibits were submitted by the Applicant via fax received by the Rental Office on April 18, 2013:

Exhibit 10: Tenant Ledger for June 26, 2012, to March 13, 2013

Exhibit 11: Invoice #13-159 for attached Work Order #534 for the amount of \$250.04

Exhibit 12: Invoice #13-172 for attached Work Orders #1096 and 1173 for the total amount of \$77.82

Exhibit 13: Invoice #13-193 for attached Work Order #601 for the amount of \$335.13

Exhibit 14: Invoice #13-223 for attached Work Order #1625 for the amount of \$839.99

The following exhibits were submitted by the Applicant via fax received by the Rental Office on May 28, 2013:

Exhibit 15: Tenant Ledger for April 30, 2013, to May 28, 2013

Exhibit 16: Duplicate of Exhibit 13

Exhibit 17: Duplicate of Exhibit 14

At hearing the Applicant submitted that they were now seeking rental arrears in the amount of \$59.98 and compensation for expenses incurred to bring the rental unit to a state of ordinary cleanliness in the amount of \$1,175.12. They confirmed that the Respondent had vacated the premises some time on or before December 12, 2012, as this was the day scheduled for a check out inspection, and they no longer required termination of the tenancy. The Respondent did not appear for the check out inspection.

The Applicant further confirmed that a substantial payment had been made on January 10, 2013, towards rental arrears and damages incurred to that date which left a balance owing for rental arrears in the amount of \$59.98. They indicated this remaining \$59.98 represents a portion of the rent assessed for December 2012.

The Applicant explained that the tenant damages they are now seeking are actually expenses related to returning the rental premises to a habitable state after the Respondent's departure and replacing the refrigerator as it was damaged beyond recovery. The total costs incurred for these items was \$1,175.12.

Determinations

The Tenancy Agreement was signed May 10, 2012, for a month-to-month tenancy for subsidized public housing commencing April 1, 2012. Monthly rent is indicated as due the first day of each month. There is no dispute with the tenancy agreement and I accept that a tenancy agreement existed with regard to this application.

The Tenant Ledger is the landlord's accounting of transactions applied against a tenancy. In this case, the transactions include rent, damages and/or expenses, and payments made. The Tenant Ledger is not in dispute and I accept that it accurately reflects payments made by the Respondent to date. I also accept that the rent assessments applied to the tenancy are accurate. I find that the Respondent is in rental arrears in the amount of \$59.98.

Invoice #13-193 for Work Order #601 in the amount of \$335.13 reflects charges for labour and supplies to clean the apartment after the Respondent's departure. The amount of cleaning required was extensive and included unsuccessful attempts to remove nail polish from the walls and floor. Unsuccessful attempts were also made to remove a pervasive stink from the refrigerator, which had been left uncleaned and unpowered for several weeks. A total of 15 hours of labour was required to perform this work. I accept that this invoice/work order accurately represent reasonable expenses as reported to return the rental premises to a habitable state and I find the Respondent responsible for the associated costs of \$335.13.

Invoice 13-223 for Work Order #1,625 in the amount of \$839.99 reflects charges for the replacement of the refrigerator for the rental premises. As previously indicated, the refrigerator was left by the tenant for several weeks uncleaned and unpowered resulting in a pervasive stink which could not be removed from the refrigerator thereby rendering the refrigerator unusable. I accept that this invoice/work order accurately represent reasonable costs to replace the 24" refrigerator and I find the Respondent responsible for the associated cost of \$839.99.

Order

An order will issue requiring the Respondent to pay to the Applicant: rental arrears in the amount of \$59.98; reasonable expenses directly associated with the cleaning of the rental premises required as a result of the Respondent's failure to maintain the rental premises in a state of ordinary cleanliness in the amount of \$335.13; and compensation for the loss suffered as a result of the Respondent's failure to maintain the facilities of which the tenant has exclusive use in a state of ordinary cleanliness in the amount of \$839.99.

Adelle Guigon
Deputy Rental Officer